



## **Release and Waiver of Liability and Hold Harmless Agreement**

I acknowledge that I understand that the e-NABLE Volunteer Community (“e-NABLE”) is a community of independent volunteers organized to encourage the development and dissemination of mechanical hands for children and adults using 3D printer technology. I acknowledge that I understand that EnableUC at the University of Cincinnati [“EnableUC”] is a registered student-run organization at the University of Cincinnati for the same purpose. e-NABLE and/or EnableUC designs or plans (“Designs”), including the assemblies or component parts (“Components”), are created by individual volunteers and shared under open-source licenses. e-NABLE and/or EnableUC do not certify the Designs or Components operate properly or satisfy any regulatory requirements and are not registered or approved medical devices by the U.S. Food and Drug Administration [“FDA”]. Release and Waiver of Liability and Hold Harmless Agreement (“Agreement”) is meant to reflect the fact that e-NABLE and/or EnableUC offers these Designs as experimental devices, without warranty of any kind. I, the undersigned, am either the individual recipient of the Design or Component if the individual recipient is an adult under the laws of the relevant jurisdiction or the parent or legal guardian of the child if the individual recipient is a child under the laws of the relevant jurisdiction.

I agree that any Design or Component furnished by e-NABLE and/or EnableUC or by any individual associated with e-NABLE and/or EnableUC is provided “AS IS” and without representations or warranties of any kind, express or implied, and is intended to be a gift. By accepting any Design or Component, I further acknowledge that such Design or Component has not been evaluated or approved by any regulatory authority. Generally, the Design has been developed and produced by one or more members of the e-NABLE and/or EnableUC volunteer community. These volunteers act independently, without guidance or supervision from e-NABLE or from medical professionals.

I understand that any Design or a Component furnished by e-NABLE and/or EnableUC is meant to benefit an individual recipient who has need of an assistive hand or arm technology, and is not intended, and shall not be used, for commercial use. I acknowledge and understand the potential risks of the use of the Design or Component and expressly assume such risks.

Furthermore, I release and forever discharge e-NABLE and/or EnableUC and its volunteers and/or the University of Cincinnati from all liability for acts of omissions – including negligent acts or omissions – causing damage, loss injury or death to the individual recipient from the use of the Design or the Component. I agree to defend, indemnify and hold the Releasees harmless from any and all liability or loss – including liability for negligence – arising in conjunction with or resulting from the individual recipient’s use of a Design or Component (including all attorney’s fees and expenses incurred by the Releasees).

I further understand and agree that e-NABLE and/or EnableUC and/or the University of Cincinnati and any individual associated with e-NABLE and/or EnableUC and/or the University of Cincinnati shall not be liable for any injuries or damages, including any consequential, incidental, indirect, punitive or special damages, resulting from or arising out of the use of the Design or Component provided by e-NABLE and/or EnableUC or any individual associated with e-NABLE and/or EnableUC and/or the University of Cincinnati.

Any information provided by e-NABLE and/or EnableUC and any individual associated with e-NABLE and/or EnableUC is not intended to be used or relied upon to diagnose or treat a health problem or disease, and e-NABLE and/or EnableUC and/or the University of Cincinnati makes no claims regarding the Design or the Component. I understand that it is strongly recommended that I consult with a qualified healthcare provider prior to fitting the Component. I understand that it is my responsibility to seek the consultation of a medical professional prior to and while using the

## EnableUC at the University of Cincinnati



Component, and that e-NABLE and/or EnableUC are not responsible for providing medical consultation. I agree to carefully read all labels and heed all directions and cautions that accompany the Component. I understand that individuals associated with e-NABLE and/or EnableUC are not licensed or otherwise registered physicians, therapists, nurses, and/or other medical or healthcare professionals with any local, state, and/or federal medical or regulatory body. Any statements made by e-NABLE and/or EnableUC and its volunteers are for informational purposes only and are not meant to replace the services or recommendations of a physician or other qualified health care practitioner.

If the individual recipient is a child under the laws of the relevant jurisdiction, you represent that you are the parent or legal guardian of the child and that you understand the potential risks of the use of the Design or Component and expressly assume such risks on behalf of the individual recipient.

Furthermore, you (either for yourself or your child) release and forever discharge e-NABLE and/or Handling The Future, Inc. and its volunteers (“Releasees”) from any and all liability for acts or omissions—including negligent acts or omissions—causing damage, loss, injury, or death to the individual recipient from the use of the Design or the Component. You agree to defend, indemnify and hold the Releasees harmless from any and all liability or loss—including liability for negligence—arising in conjunction with or resulting from the individual recipient’s use of a Design or Component (including all attorney’s fees and expenses incurred by the Releasees).

You further understand and agree that e-NABLE or Handling The Future, Inc. and any individual associated with e-NABLE and/or Handling The Future, Inc. shall not be liable for any injuries or damages, including any consequential, incidental, indirect, punitive or special damages, resulting from or arising out of the use of the Design or Component provided by e-NABLE and/or Handling The Future, Inc. or any individual associated with e-NABLE and/or Handling The Future, Inc..

Any information provided by e-NABLE and/or Handling The Future, Inc. and any individual associated with e-NABLE and/or Handling The Future, Inc. is not intended to be used or relied upon to diagnose or treat a health problem or disease, and e-NABLE and/or Handling The Future, Inc. makes no claims regarding the Design or the Components. You should consider consulting with a qualified health care provider prior to fitting the Component. Carefully read all labels and heed all directions and cautions that accompany the Components. Any statements made by e-NABLE and/or Handling The Future, Inc. are for informational purposes only and are not meant to replace the services or recommendations of a physician or other qualified health care practitioner.

I acknowledge that this Agreement is governed by the laws of the State of Ohio (without reference to its conflict of law provisions) and the parties intend that this Agreement be interpreted as broadly and inclusively as permitted by law. If any portion of this Agreement is found to be invalid for any reason, the remainder of the Agreement shall continue to remain in full force and effect and shall continue to be binding.

# EnableUC at the University of Cincinnati



I have carefully read the foregoing provisions and understand their contents.

\_\_\_\_\_  
Signature of Individual Receiving an e-NABLE and/or EnableUC Device

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Individual Receiving e-NABLE and/or EnableUC Device

\_\_\_\_\_  
Signature of EnableUC Representative

\_\_\_\_\_  
Date

**If individual receiving an e-NABLE and/or EnableUC device is under eighteen (18) years old, the following section must be completed:** I have read and I understand this document. I understand and agree that it is binding on me, my child (named above), our heirs, assigns and personal representatives. I acknowledge that I am eighteen (18) years old or more and that I am the parent or legal guardian of the child named above.

\_\_\_\_\_  
Signature of Parent/Guardian of Individual receiving an e-NABLE  
and/or EnableUC Device

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of EnableUC Representative

\_\_\_\_\_  
Date

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